IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.225 OF 2007
IN
SUMMARY SUIT NO.3519 OF 2006

Radharaman Mehra, Proprietor of
AM/s.Omprakash Durgadas .. Plaintiff.
Versus
Pravin Sehgal, Proprietor of
M/s.Shree Mahavir Textile Mills .. Defendant.

WITH

SUMMONS FOR JUDGEMENT NO.226 OF 2007
IN
SUMMARY SUIT NO.3471 OF 2006

Beethoven Investment Pvt.Ltd. .. Plaintiff.
Versus
Pravin Sehgal, Proprietor of
M/s.Shree Mahavir Textile Mills .. Defendant.

WITH

SUMMONS FOR JUDGEMENT NO.227 OF 2007
IN
SUMMARY SUIT NO.3417 OF 2006

Radharaman Mehra, Proprietor of
M/s.Omprakash Durgadas .. Plaintiff.
Versus
Pravin Sehgal, Proprietor of
M/s.Shree Mahavir Textile Mills .. Defendant.

Mr.B.G.Saraf for plaintiff.
Mr.S.M.Jain for defendant.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 30th JULY, 2007.

P.C.:

1. In all these Summons for Judgements, the plaintiff places reliance upon the statements of accounts maintained in their books, extract of which has been duly forwarded to the defendant and he has confirmed the balance at the

foot thereof.

2. It is contended that after this balance confirmation statement was despatched and duly signed, payments have been made towards interest at the reduced rate but the principal sum of Rs.3.00 lacs and Rs.50,000/- in another suit so also Rs.1.00 lac in the third suit is due and payable.

3. In each of these Summons for Judgement, reply affidavit has been filed, denying the contents of the plaint and pointing out that after the statement / balance was confirmed, further payments have been made and despite receipt of these sums, the plaintiff is claiming a decree in the principal sum with further interest.

4. The plaintiff has not disputed receipt of the further sums.

5. In my view, this is a pure dispute of accounts between parties and once the balance was confirmed after payments were made, triable issues would arise on account of contentions raised in the affidavit in reply. It will have to be determined as to what arrangement has been arrived between parties inasmuch as if the interest was reduced, then, what is the rate and how the sums received

after balance confirmation statement have been adjusted and appropriated. All these matters would raise triable issues and, therefore, the defendant is entitled to defend the suit unconditionally. Unconditional leave to defend the suit is granted and the suit is transferred to the list of commercial cause. Written statement and discovery to be completed within a period of 6 and 8 weeks respectively.

(S.C.Dharmadhikari, J.)